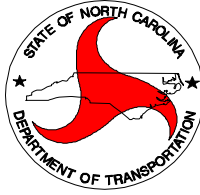


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION SEVEN

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS ELEMENT: 7C.079201
COUNTY: ROCKINGHAM
DESCRIPTION: Haul and tailgate spread aggregate base course on SR 1937
(Keesee Road)
BID OPENING: August 2, 2012
AVAILABILITY DATE: September 10, 2012
COMPLETION DATE: October 1, 2012

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

US Postal Service
Attn.: John B. Hunsinger
North Carolina Dept. of Transportation
Division of Highways
P.O. Box 14996
Greensboro, NC 27415-4996

Delivery Service
Attn.: John B. Hunsinger
North Carolina Dept. of Transportation
Division of Highways
1584 Yanceyville Street
Greensboro, NC 27415-4996

NO BID BOND REQUIRED

PROPOSAL
FOR THE CONSTRUCTION OF
WBS ELEMENT 7C.079201 IN **ROCKINGHAM** COUNTY, NORTH CAROLINA

Date: _____

**DEPARTMENT OF TRANSPORTATION,
GREENSBORO, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as WBS. Element 7C.079201; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway WBS. Element 7C.079201 in **Rockingham County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the **Division Engineer** or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said **Division Engineer**.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

TABLE OF CONTENTS

PROPOSAL	2
TABLE OF CONTENTS	3
INSTRUCTIONS TO BIDDERS.....	4
PROJECT SPECIAL PROVISIONS - GENERAL.....	5
GENERAL.....	5
ENGINEERING AND INSPECTION.....	5
CONTRACT TIME AND LIQUIDATED DAMAGES:.....	5
WORK RESTRICTIONS	6
PROSECUTION OF WORK.....	6
NO MAJOR CONTRACT ITEMS.....	6
NO SPECIALTY ITEMS.....	6
OUTSOURCING OUTSIDE THE USA.....	7
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:.....	7
GIFTS FROM VENDORS AND CONTRACTORS:.....	7
EMPLOYMENT:	8
PROJECT SPECIAL PROVISIONS - ROADWAY	8
AGGREGATE BASE COURSE.....	8
TRAFFIC CONTROL AND WORK ZONE SAFETY.....	9
PROJECT STANDARDS PROVISIONS	9
LIABILITY INSURANCE.....	9
COOPERATION WITH STATE FORCES.....	9
LITTERING AND SITE CLEANUP.....	9
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS	10
ERRATA.....	10
PLANT AND PEST QUARANTINES	10
MINIMUM WAGES	12
ON-THE-JOB TRAINING.....	13
COMPENSATION	15
CONTRACT BID FORM	17
EXECUTION OF BID.....	18
LOCATION MAP	26

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS AND APPLICABLE ARTICLES FOUND IN THE *STANDARD SPECIFICATIONS* CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html

All Bids will be considered in accordance with Article 102-14 of the 2012 Standard Specifications. All bids shall be prepared and submitted in accordance with Articles 102-8, 102-9, 102-11, 102-12, 102-13 and 102-15 of the 2012 Standard Specifications and the following additions and exceptions.

1. No electronic bids will be accepted.
2. Bid Bonds will not be required.
3. Unit bid prices shall be rounded off by the bidder to contain no more than (2) decimal places.
4. "Division Engineer" shall be substituted for the following: "State Highway Administrator", "State Contract Officer or Engineer", the "Board of Transportation (Board)", "Secretary of Transportation (Secretary)".
5. The Contractor shall **COLLATE, BIND** and return the entire proposal and acknowledge receipt of addenda and/or pre-bid minutes in the spaces provided on the Contract Bid Form. Plan sheets do not have to be returned.
6. For Small Business Enterprise projects, bids with the Total Amount over \$500,000 will not be considered for award. For all other projects, bids with the Total Amount over \$1,200,000 will not be considered for award.
7. **THE PROPOSAL SHALL BE PLACED IN A SEALED ENVELOPE DISPLAYING THE FOLLOWING:**
"QUOTATION COVERING: 7C.079201 –IN ROCKINGHAM COUNTY TO BE OPENED AT 11:00 A.M. AUGUST 2, 2012

BIDDER'S NAME

ATTN: MR. JOHN B. HUNSINGER"

THE PACKAGE SHALL BE DELIVERED TO AND RECEIVED AT :
NCDOT, Division of Highways, 1584 Yanceyville Street, Greensboro, N.C.
ON OR BEFORE 11:00 A.M. AUGUST 2, 2012

8. If delivered by mail, the sealed envelope containing the proposal shall be placed in a sealed envelope and the outer envelope shall be addressed as follows:

BID PACKAGE ENCLOSED

John B. Hunsinger
NCDOT
Division of Highways
PO Box 14996
Greensboro, NC 27415-4996

PROJECT SPECIAL PROVISIONS - GENERAL

GENERAL

This contract is to haul and tailgate spread NCDOT furnished aggregate base course on SR 1937 (Keesee Road) in Rockingham County.

The contractor is to provide all equipment, labor and material.

All materials and workmanship shall be in accordance with the following: The Project Special Provisions, Project Standard Provisions, most current Standard Special Provisions, Manual of Uniform Traffic Control Devices (MUTCD), Provisions contained in the applicable Sections of the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* dated January 2012, and Drawings contained in the applicable sections of the North Carolina Department of Transportation's *Roadway Standard Drawings* dated January 2012 shall apply.

The Contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *Standard Specifications*.

ENGINEERING AND INSPECTION

(6-22-2011)

Div. 7

The engineer for this project is the Rockingham County Maintenance Engineer or his appointed representative. The County Maintenance Engineer will provide an inspector for this project. The Contractor shall supply the inspector with original weight tickets having an original Weighmaster signature.

Stone will not be accepted at the project site without an original weigh ticket. Tickets cannot be supplied at a later date. Any truck load of stone for which an original weigh ticket with an original Weighmaster signature is not presented will be turned away.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1-G 10 B

The date of availability for this project is September 10, 2012

The completion date for this project is October 1, 2012

The liquidated damages for this contract are Three Hundred Fifty Dollars (\$350.00) per calendar day.

WORK RESTRICTIONS

The Contractor's operations are restricted to daylight hours (dawn to dusk) Monday thru Friday unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

All traffic laws must be followed.

PROSECUTION OF WORK

(7-1-95) (Rev. Div. 7)

RG 15

The provisions of section 108 shall apply with the following additions:

The Engineer will notify the Contractor when work is to begin. Notification may be made by telephone or email and either method shall be considered sufficient. The Contractor shall begin work within seven (7) days of notification and will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins work until completion and final acceptance of the project. The Contractor shall provide a sufficient number of trucks to deliver a minimum of **750** tons per workday. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractors' operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Three Hundred Fifty Dollars (\$ 350.00)** will be charged to the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work.

NO MAJOR CONTRACT ITEMS

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

OUTSOURCING OUTSIDE THE USA

(9-21-04) (5-16-06)

RG150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 6-19-12)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

Fiscal Year	Progress (% of Dollar Value)
2013 (7/01/12 – 6/30/13)	100% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12)

108, 10

SP1-G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

PROJECT SPECIAL PROVISIONS - ROADWAY

AGGREGATE BASE COURSE

Div. 7

All work is to be performed in accordance with applicable Provisions of Section 520 of the *2012 Standard Specifications for Roads and Structures* and the following additions:

The Contractor shall obtain the aggregate from amounts contracted by NCDOT at **Martin Marietta Aggregates located at the Reidsville Quarry, 7639 NC HWY 87, Reidsville, NC 27320**. The Contractor shall haul the ABC to the job site, and place it by tailgate method for further handling by others.

Measurement and Payment

The Contractor shall provide certified weight tickets to the inspector at the site for each load in accordance with article 106-7.

The quantity of "Aggregate Base Course" to be paid for will be the actual number of tons of aggregate which has been acceptably hauled and placed at the work site.

The above prices and payment will be full compensation for all work including, but not limited to, hauling and placing the aggregate material. Invoice quantities for aggregate shall match the quantities shown on approved weight tickets.

Payment will be made under:

Pay Item

Pay Unit

Haul Aggregate Base Course Ton

TRAFFIC CONTROL AND WORK ZONE SAFETY

(2-11-11)

Div. 7

NCDOT will provide traffic control. No equipment or personnel shall be allowed in the roadway until all traffic control is in place and functioning. NCDOT personnel will notify the Contractor when equipment can be moved into the roadway and work can begin and when equipment must be removed from the roadway. The Contractor shall promptly comply. Work shall only be performed within the limits of lane closures. The Contractor shall operate his equipment in a safe manner.

The Contractor shall operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Contractor's personnel shall wear an OSHA approved Class II safety vest and all personal protective equipment at all times while at the worksite.

PROJECT STANDARDS PROVISIONS

LIABILITY INSURANCE

(1-3-12)

Div. 7

Insurance shall be in accordance with Article 107-15 of the 2012 *Standard Specifications* and the following:

The Contractor shall have 14 days from the date of the notification letter to provide proof of Liability Insurance. Failure to provide proof of Liability Insurance within the allotted 14 days will be cause to consider the Contractor non-responsive. The contract may then be awarded to the next lowest bidder.

COOPERATION WITH STATE FORCES

1-22-2009

Div. 7

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by this contract. When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces. The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces, or any work that has been completed by State Forces.

LITTERING AND SITE CLEANUP

Div. 7

Littering will not be tolerated in any form or fashion. The contractor shall clean the site of all debris, including cigarette butts, at the end of each workday. The Contractor shall be responsible for disposing of all waste materials in accordance with the 2012 *Standard Specifications*.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

- (h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the North Carolina Department of Transportation 2012 *Standard Specifications for Roads and Structures*.

ERRATA

(1-17-12) (Rev. 5-15-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witch weed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

ON-THE-JOB TRAINING

(10-16-07) (Rev. 7-21-09)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncdot.org/business/ocs/ojt/.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

COMPENSATION

All work or items, other than those listed on the Bid Form contained in the Contract Proposal, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

All invoices and DBE-IS forms shall be original and shall be submitted to:

Attn: Bobby L. Norris, PE
NCDOT
PO Box 1318
Reidsville, 27323-1318

Payment will not be made until original invoices and DBE-IS forms are received. Invoices should be received by the Department within 30 days of the completion of the work for each notification

Original statements of all subcontractor payments **written in ink** shall be included with invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS) which can be downloaded from:

<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

The Contractor shall list the line items that have been subcontracted.

Subcontractors shall be listed exactly as listed on the Directory of Transportation Firms found at: <https://partner.ncdot.gov/VendorDirectory/search.html?s=fn&a=new>

Payment will be made after approval of each invoice.

North Carolina Department of Transportation

WBS Element: 7C.079201
County: Rockingham
Description: Haul and tailgate spread aggregate base course
Routes: SR 1937 (Keesee Road)

ITEM	SECT	SERVICE #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT BID
10	SP		Aggregate Base Course	4500	TON		
TOTAL AMOUNT BID							

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED.
PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER AND DATING BELOW.

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Contractor submitting bid: _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures dated 2012.

Reviewed by: _____ Date: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____ Secretary/Assistant Secretary <i>Select appropriate title</i>	By _____ President/Vice President/Assistant Vice President <i>Select appropriate title</i>
--	--

_____ Print or type Signer's name	_____ Print or type Signer's name
--------------------------------------	--------------------------------------

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
PARTNERSHIP

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership		

Address as Prequalified		

_____	By	_____
Signature of Witness		Signature of Partner

Print or type Signer's name		Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Manager

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Joint Venture</div>			
(2)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Address as Prequalified</div> <table border="0" style="width: 100%;"><tr><td style="width: 40%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div><div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div></td><td style="width: 10%; text-align: center; vertical-align: middle;">By</td><td style="width: 50%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div></td></tr></table>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div> <div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div>	By	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div>
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(4)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Name of Contractor <i>(for 3 Joint Venture only)</i></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Address as Prequalified</div> <table border="0" style="width: 100%;"><tr><td style="width: 40%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div><div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div></td><td style="width: 10%; text-align: center; vertical-align: middle;">By</td><td style="width: 50%;"><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div><div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div><div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div></td></tr></table>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Witness or Attest</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div> <div style="margin-top: 5px;"><i>If Corporation, affix Corporate Seal</i></div>	By	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Signature of Contractor</div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print or type Signer's name</div>
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NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

____ day of _____, 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

____ day of _____, 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

____ day of _____, 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

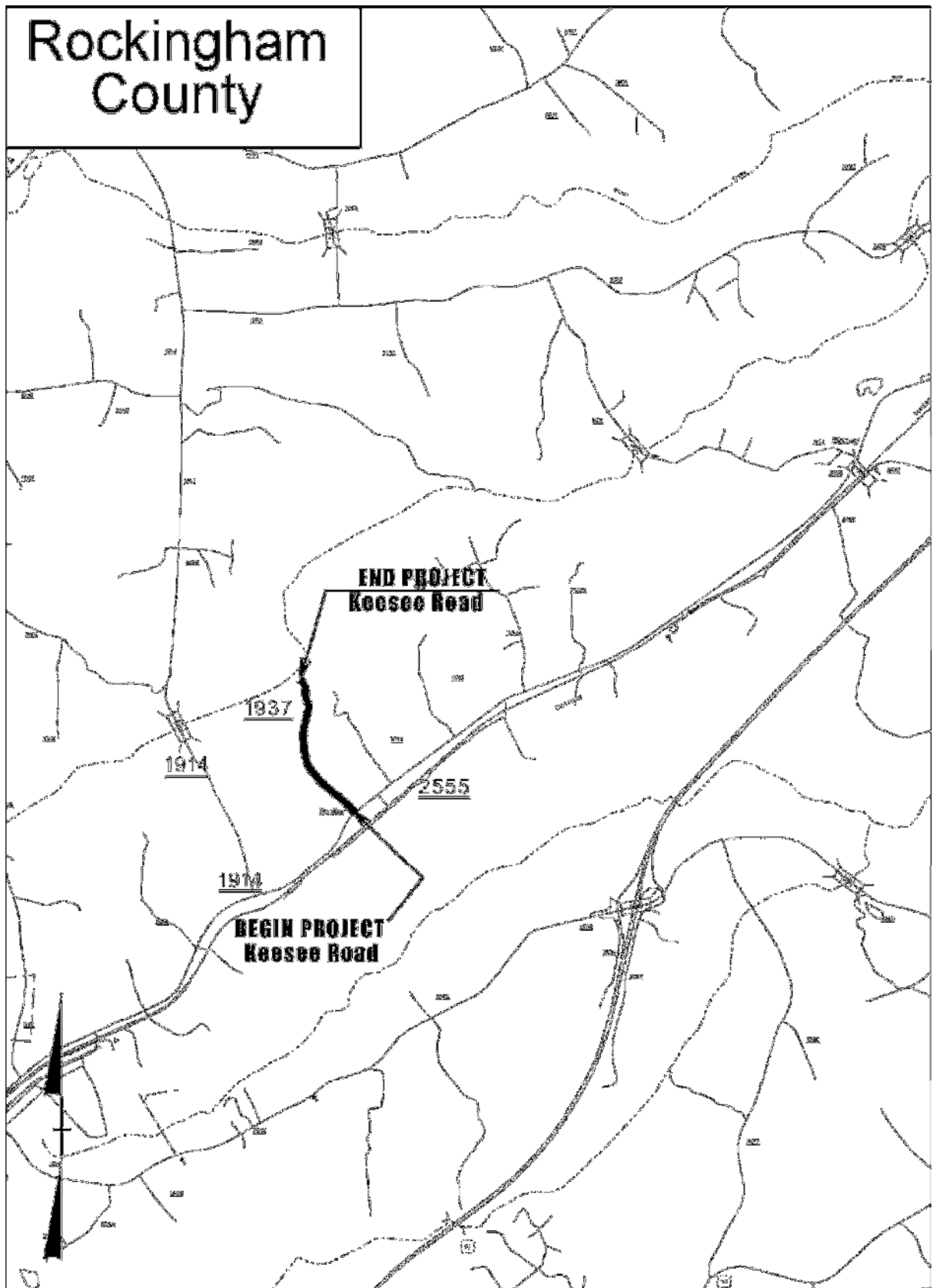
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

LOCATION MAP



WBS NUMBER: 7C.079201
COUNTY: ROCKINGHAM
ROUTE: SR 1937 (KEESEEE ROAD)
DESCRIPTION: HAUL AND TAILGATE SPREAD AGGREGATE BASE COURSE

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DIVISION ENGINEER

DATE